he must knowingly participate in the breach. *Perry v. Oerman, supra.* If such person receives the money in good faith, for value and without notice of the trust so as to acquire an equity superior to that of the true owners, he is not liable. *Central Stock Exchange v. Bendinger, supra.* Treating the property as a trust fund, an action in equity lies. *Union Stock Yards Bank v. Gillespie,* 137 U. S. 411. Whether the action be in quasi-contract, in trover or in equity, the authorities show that the rule in the principal case is correct.

DEDICATION—ESTOPPEL TO ACCEPT.—MAYOR OF BALTIMORE V. CANTON CO., 93 ATL. (IND.) 144.—Where there has been a dedication of land for a street, no user by the public or attempted control by the city, but a long continued user by the dedicating party who has for years paid taxes assessed by the city on the land, *held,* that under these facts and circumstances the city is estopped from asserting any right in the property and from accepting the dedication.

Dedication is a question of intention, and no particular form is required to make it valid. A valid dedication may be by a written instrument, by declaration or by acts. *Godfrey v. City of Alton,* 12 Ill. 29; *Smith v. Town of Flora,* 64 Ill. 93. An acceptance is always necessary (*Riley v. Hammel,* 38 Conn. 574), and must be made within a reasonable time. *Niles v. Los Angeles,* 125 Cal. 572. An acceptance may be by user by the public. *Hast v. Railroad Co.,* 52 W. Va. 396. An acceptance by a municipality is binding upon the dedicator. *City of Eureka v. Armstrong,* 83 Cal. 623. There seems to be little conflict on the proposition that a city may be estopped from asserting a right in the property dedicated. *Rhodes v. Town of Brightwood,* 145 Ind. 21, holds that, a dedication being to the public, a city, as the trustee of the rights of the public, cannot be estopped by its acts from maintaining the rights of the public. In that case, however, the grant became irrevocable, lots having been sold with reference to the parts dedicated. *Gillean v. City of Frost,* 25 Tex. Civ. App. 371, follows the case last cited, but may be explained also by the fact that an acceptance is shown by user by the public. Many cases hold that a re-occupation by the grantor for a long time will estop a city from accepting the dedication. *Town of Cambridge v. Cook,* 97 Iowa 602; *Village of Grandville v. Jenison,* 84 Mich. 54; *Village of Vermont v. Miller,* 161 Ill. 210. But here the element of acceptance within a reasonable time is evidently lacking and estoppel is not necessary. *Simplot v. City of Dubuque,* 49 Iowa 630, and *Smith v. City of Osage,* 80 Iowa 84, hold that where the right of use of the locus has been abandoned and taxes have been assessed and collected on the land in question the city is estopped from setting up any claim to the land. In the first of these two cases an abandonment and reverter to the grantor is shown. In the second case there was no acceptance within a reasonable time. *Hanger v. City of DesMoines,* 109 Iowa 480, holds that dedicated land in the actual possession of the public on which taxes have been collected for several years may be claimed by the city and the doctrine of estoppel does not apply. It is obvious that estoppel does not apply where there is an acceptance and a continued user.

In all the cases above cited and in the principal case the doctrine of estoppel is invoked when not necessary to the decision. The use of estoppel in these cases savors of a "legal short-cut."

RAILROADS—MORTGAGES—ROLLING STOCK.—BOOTH ET AL. V. CENTRAL SAVINGS BANK, 146 PAC. (COLO.) 240.—Plantiff was mortgagee for the bondholders of a railroad. The mortgage specifically named the rolling stock of the road. It was not recorded according to the law governing chattel mortgages but was recorded in accordance with the real estate mortgage law. *Held,* that the mortgage is binding on the rolling stock as against the lien of judgment creditors because the rolling stock is a fixture, a permanent accession, and therefore realty.

The federal courts and a few of the states are in harmony with the principal case. They go on the theory that without the cars the road would be useless, inoperative and valueless and so they become fixtures when they are incorporated as a part of the railroad system. *Milwaukee & M. R. Co. v. Milwaukee etc., R. Co.,* 2 Wall. 609; *Farmer's Loan & Trust Co. v. Saint Joseph etc., R. Co.,* 3 Dill. 412; *Morrill v. Noyes,* 56 Me. 458. But rolling stock does not become a fixture so as to subordinate the vendor's lien to a mortgage covering after-acquired property because it is capable of separable ownership, not being actually attached to the land like the rails. *U. S. v. New Orleans, etc., R. Co.,* 12 Wall. 362. In most of the state courts, on the other hand, it has been held that a mortgage of the real estate of a railroad company does not include the cars. *Randall v. Elwell,* 52 N. Y. 521; *Boston etc., R. Co. v. Gilmore,* 37 N. H. 410; *Williamson v. N. J. So. R. Co.,* 29 N. J. Eq. 311; *Beardsley v. Ontario Bank,* 31 Barb. (N. Y.) 619. A levy on the cars of a railroad company was held good in *Midland R. Co. v. Stevenson,* 130 Ind. 97. The principal case is in accord with the holdings in the federal courts but is contrary to the rule adopted in a majority of the states.

STATUTE OF FRAUDS—CONTRACTS NOT TO BE PERFORMED WITHIN A YEAR—CONTRACT TO REAR AND MAINTAIN A CHILD.—MYERS V. SALTRY, 173 S. W. (KY.) 1138.—*Held,* an oral contract binding one to rear and maintain another's child until the child's maturity is not within the statute of frauds requiring contracts to be in writing which are not to be performed in a year from the making thereof, for the child may die within the year and thereby terminate the contract.

It is well settled that an agreement is not within the statute merely because performance may extend over more than a year. *Warner v. Texas & Pacific R. R.,* 164 U. S. 418; *Clark v. Pendleton,* 20 Conn. 495; *Carnig v. Carr,* 167 Mass. 544. Promises which by their terms extend during the life of the promisor or promisee are not within the statute. *Boggs v. Laundry Co.,* 86 Mo. App. 616; *McCabe v. Green,* 45 N. J. L. 723. Likewise, contracts which are to be performed at the death of a person are not within the statute. *Kent v. Kent,* 62 N. Y. 560; *Hayes v. Jackson,* 154 Mass. 451. Where only one of the parties